IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO. 1497 of 1992

The Board of Trustees of the
Port of Bombay .. Plaintiffs

Vs.

M/s. Poonam Woollen Mills
Pvt. Ltd. & Anr. .. Defendants

U.J. Makhija i/b Mulla & Mulla for
Plaintiffs.

None for the defendants.

CORAM: S.K. SHAH, J.

DATE : 28th June, 2006.

P.C.

This is undefended suit against both the defendants.

The suit is filed for recovery of Port Trust charges and other expenses incurred by the Plaintiffs in respect of the consignments which were uncleared. The first defendant is the importer and the second defendant is the agent of the vessel. In the year 1985 the first defendant imported two consignments of 56 bales and 52 bales of woollen rags. They arrived at the port on 10/5/85 and were to be removed from the port trust on 28/4/85 and 31/5/85 respectively. The defendant No. 2 the agent of defendant No. 1 who was the bailor of the said consignments put the goods in charge of the plaintiffs. The defendants were bound to take delivery and clear the said two consignments within 7 days from the date of landing thereof and pay the plaintiffs for the period during which the consignments remained on the

premises of the plaintiff. The plaintiffs addressed two letters both dated 17th July, 1986 to the 2nd defendant informing them that the said consignment has remained uncleared in the docks for over two months and were to be put for sale under the provisions of sections 61 and 62 of the Major Port Trusts Act, as the goods were not cleared by them. Inspite of further reminders the defendants did not remove the goods and pay the port trust charges. Ultimately the goods were sold on 29th May, 1989 after following the due procedure. The plaintiffs have filed the suit for recovery of the port charges, expenses of the sale and towards payment of the custom duty they were required to pay. The details of the claim are given in Exhibit 'D' annexed to the Plaint. The claim made by the plaintiff is of Rs. 8,55,812.52 with further interest on the actual deficit of Rs. 7,92,861.49 at the rate of 18% per annum from the date of the suit till realisation.

In support of the claim the plaintiffs have filed the affidavit of evidence of Shri Sanjay S. Sawant, Asstt. Docks Manager of the plaintiffs, as also the documents in support thereof. On the basis of the affidavit of evidence and the documents, plaintiffs have established their claim. Hence the plaintiff's suit be decreed in terms of prayer clause (a) with further interest at 12% per annum from the date of the suit, till realisation. The defendants shall also pay the plaintiff's costs. Decree be drawn accordingly.

(S. K. SHAH, J)